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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IM LLC-I and IL MULINO USA,
LLC,

Plaintiffs,

v.

IL MULINO, LLC (of Peapack,
New Jersey) a/k/a Il Monello,
LLC and MARTINO MALSORI, a/k/a
Ram M. Hasangjekaj, jointly,
severally, and in the
alternative,

Defendants.

CIVIL ACTION

Case 3:12-CV-03909-PGS-LHG

FINAL JUDGMENT BY DEFAULT and
PERMANENT INJUNCTION

The Defendants Martino Malsori a/k/a Ram M. Hasangjekaj and Il Mulino, LLC a/k/a Il Monello, LLC having failed to properly defend in this action as a result of default having been entered on November 20, 2012 (Doc. 23), and Colin G. Bell, Esquire of the law firm Hankin Sandman & Palladino, counsel for Plaintiffs IM LLC-I and Il Mulino USA, LLC (collectively "IM") having requested judgment against the defaulted Defendants, and having filed a proper application and declaration in accordance with Federal Rule

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of Civil Procedure 55; and upon notice to Defendants, and for good cause shown;

THEREFORE, on this 14 day of February ²⁰¹³~~2012~~, it is ORDERED that Final Judgment is hereby entered in favor of Plaintiffs IM LLC-I and Il Mulino USA, LLC and against Defendants Martino Malsori a/k/a Ram M. Hasangjekaj and Il Mulino, LLC a/k/a Il Monello, LLC, jointly and severally, for statutory damages pursuant to 15 U.S.C. §1117c in the sum of \$65963.74, together with attorney's fees of \$32,261.50 and costs of \$1,774.76, for a total judgment of \$100,000.00, plus interest at the legal rate until the judgment is satisfied.

FURTHER, Defendants Martino Malsori a/k/a Ram M. Hasangjekaj and Il Mulino, LLC a/k/a Il Monello, LLC, their officers, agents, employees and all other persons or entities active in concert or participation with them who receive actual notice of this permanent injunction are permanently enjoined and restrained from:

1. Using the names "Il Mulino" or "Il Mulino New York" in their business name, advertisement, promotional material, or marketing efforts.
2. Advertising, marketing, promoting, supplying, distributing, offering for sale, or selling any product or service bearing or in connection the names "Il Mulino" or "Il Mulino New York".

3. Making or implying any association between Defendants' restaurant and the restaurants operated by IM, including, but not limited to, any rankings, ratings, or awards obtained by IM brand restaurants
4. Utilizing the name "Il Mulino" or "Il Mulino New York" in any way in association with the operation of their restaurants.

2/14/13



PETER J. SHERIDAN, U.S.D.J.